

Limited Tender : 1070LE0184 dt. 29.03.2018

Please note “Response from Registered Vendors alone will be accepted” for participation in this Limited Tender.

In case your firm is already Registered & Approved Vendor of Industrial Packaging (or) other units of M/s. Balmer Lawrie & Co. Ltd., elsewhere in India, the details of the same to be provided prior to participating in this tender.

Other vendors may contact the undersigned for registering with the unit which is subject to confirmation by our company. Only after confirmation of their registration, they would be considered for participation in the subsequent tenders. “

Dear Sir,

Sealed offers are invited for providing **Photo Copier Machine on Rental Basis** to Barrel Plant, M/s. **Balmer Lawrie & Co. Ltd., Industrial Packaging, No.32, Sathangadu Village, Manali, Chennai – 600 068** as per enclosed **Terms and conditions, General obligations** regarding workmen engaged by the successful bidder for working inside the **factory / office premises and Bid Form.**

*The bidders may please note that this tender **supersede our earlier tender** (Tender No. **1070LE0175** dt.05.02.2018) for the above **requirement** as the above earlier tender has been **cancelled due to administrative reasons and being re-tendered with revised Period of Contract.***

In case of clarification, the bidders may contact Mr. **S. Kannappan**, Dy. Manager (Prodn.) Phone 044-2594 6645 / Mr. **Praveen Kumar. B**, Jr. Officer (Electrical) Ph No. 044-2594 6644 during office hours between **10.00AM and 4.00PM.**

Completed tender form by the bidder in all respect duly signed, sealed and super scribed on the cover as “**Tender for Providing PHOTO COPIER MACHINE on Rental Basis**” should be forward to

Executive (Purchase)
M/s. **Balmer Lawrie & Co. Ltd.**,
(A Govt. Of India Enterprise)
Industrial Packaging
32, Sathangadu Village, Manali,
Chennai – 600 068, Tamilnadu

The bidders shall send their bids either by **courier / post** (or) **dropped in the Tender Box kept at the above address.**

Details of the tender are also available in our company's website www.balmerlawrie.com.

The **last date for submission of bid** for the above tender is on or before **09.04.2018 @ 3.00PM.**

Thanking you

Yours faithfully
for Balmer Lawrie & Co. Ltd.

(T.S. Elangovan)
Executive (Purchase)

☎-044-2594 6651 ✉ - elangovan.ts@balmerlawrie.com

Balmer Lawrie & Co. Ltd. GSTN

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TERMS AND CONDITIONS

1. The term “**Company (or) BL**” wherever mentioned in the tender document refers to “**BALMER LAWRIE & CO. LTD.**”
2. The term “**bidder**” means the firm or company with whom the order is placed and shall be deemed to include the bidder, successors, representatives, heirs, executors and administrators duly approved by the company.
3. Period of Rental: The contract will be for a period of **2 Years (24 Months)** i.e. From **May 2018 to April 2020.**
4. The **Rate quoted** by the successful bidder against this Tender shall be **FIRM and FINAL** through out the above said contract period. Except for statutory levies imposed by Union / State Govt./ Local authorities.
5. **Validity of Offer:** The quotation should be valid for the company's acceptance for a period of **90 days** from the date of opening of the tender.
6. **Payment:** Payment will be released **30 days** from the date of submission of Bills.
7. **Sub-Leasing :**The successful bidder shall not be allowed to sub-let either wholly or any part of the order without the Company's prior written consent.
8. The offer shall be submitted in our enquiry format only and any Conditional offers will not be accepted.
9. The company would not carry out any negotiations except with such bidders who is / are the lowest quoted bidders originally. As such it would be in the interest of the bidders to quote the lowest possible rate.
10. Late tenders / delayed tenders including postal delay and those not conforming to the prescribed terms and conditions will not be considered at all.
11. Whenever there is a duplication of clause in the terms and conditions, the clause which is beneficial to the Company will be considered applicable at the time of any dispute.
12. **STATUTORY COMPLIANCE / DISCIPLINE OF EMPLOYEE:** **The successful bidder will be responsible for the statutory compliance eg. PF, ESI, Workmen compensation / discipline of his employees inside our factory. The successful bidder will be deemed to be the ultimate employer of his men.**
13. **Penalty Clause:** Any failure on the part of the successful bidder to execute the contract as per the order terms and condition will be viewed seriously. Further, the company reserves the right to rent the equipment from the local market at the then prevailing rate and the additional cost if any incurred in this process will be recovered from the successful bidder. Also the successful bidder may be debarred from participating in future tenders of the company.
14. **HSE REQUIREMENTS BY CONTRACTORS**
 - a. Housekeeping
 - b. Contractors shall ensure that their work area is kept clean tidy and free from debris. The work areas must be cleaned on a daily basis. Any disposal of waste shall be done by the Contractor. All equipment, materials and vehicles shall be stored in an orderly manner. Access to emergency equipment, exits, telephones, safety showers, eye washes, fire extinguishers, pull boxes, fire hoses, etc. shall not be blocked or disturbed.
 - c. Confined Space
 - d. Before commencing Work in a confined space the Contractor must obtain from Owner a Permit to Work, the Permit to Work will define the requirements to be followed
As minimum Contractors must ensure the following:
 - a. Confined spaces are kept identified and marked by a sign near the entrance(s).
 - b. Adequate ventilation is provided
 - c. Adequate emergency provisions are in place
 - d. Appropriate air monitoring is performed to ensure oxygen is above 20%.
 - e. Persons are provided with Confined Space training.
 - f. All necessary equipment and support personnel required to enter a Confined Space is provided.
 - e. Tools, Equipment & Machinery
 - f. The Contractor must ensure that all tools & equipment provided for use during the Work is:
 - a. suitable for its intended use;
 - b. safe for use, maintained in a safe condition and where necessary inspected to ensure this remains the case (any inspection must be carried out by a competent person and records shall be available);
 - c. Used only by people who have received adequate information, instruction and training to use the tool or equipment.
 - d. Provided with Earth leakage circuit breaker (ELCBs) at all times when using electric power cords. Use of electrical tape for temporary repairs is prohibited.

d. Working at Height

Any Work undertaken where there is a risk of fall and injury is considered to be working at height.

For any Contractor Personnel working at height, Contractors shall provide fall prevention whenever possible and fall protection only when fall prevention is not practicable. Before commencing Work in a height the Contractor must obtain from Owner a Permit to Work, the Permit to Work will define the requirements to be followed. Supervisor must be present at all point of time, to ensure no deviation occur during the course of work.

e. Fall Prevention System:

Fall prevention systems (e.g. fixed guardrails, scaffolds, elevated work platforms) must provide protection for areas with open sides, including exposed floor openings.

f. Fall Protection Systems

Where fall protection systems are used then the Contractor must ensure the following is applied:

1. Only approved full body harness and two shock-absorbing lanyards are used,
2. Prior establishment of a rescue plan for the immediate rescue of an employee in the event they experience a fall while using the system,
3. Anchorage points must be at waist level or higher; and capable of supporting at least the attached weight,
4. Lifeline systems must be approved by Owner before use.
5. Use of ISI marked industrial helmet at all point of time.

g. Scaffolding

All scaffolds shall subject to a documented inspection by a competent person and clearly marked prior to use. The footings or anchorage for scaffolds shall be sound, rigid and capable of carrying the maximum intended load without settling or displacement. All scaffolding materials should be of MS tubular type. Guardrails and toe-boards shall be installed on all open sides and ends of scaffold platforms. Scaffolds shall be provided with an access ladder or equivalent safe access. Contractor Personnel shall not climb or work from scaffold handrails, mid-rails or brace members.

h. Stairways and Ladders

Ladders should only be used for light duty, short-term work or access in line with the below and the Site Requirements.

- i. Fabricated ladders are prohibited.
- ii. Ladders will be secured to keep them from shifting, slipping, being knocked or blown over.
- iii. Ladders will never be tied to facility services piping, conduits, or ventilation ducting.
- iv. Ladders will be lowered and securely stored at the end of each workday.
- v. Ladders shall be maintained free of oil, grease and other slipping hazards
- vi. Ladders will be visually inspected by a competent person and approved for use before being put into service. Each user shall inspect ladders visually before using.
- vii. Ladders with structural defects shall be tagged "Do Not Use," immediately taken out of service, & removed from the Site by end of the day.

i. Lifting Operations

1. Cranes and Hoisting Equipment: Contractors shall operate and maintain cranes and hoisting equipment in accordance with manufacturer's Specifications and legal requirements. Only Contractor Personnel trained in the use of cranes and hoists are permitted to use them.
2. Lifting Equipment and Accessories: All lifting equipment / accessories e.g., slings, chains, webbing, chain blocks, winches, jacks etc shall be indicated with their safe working load have an identification number visible on the unit and be inspected and tested in accordance with legal requirements. Damaged equipment / accessories and equipment shall be tagged "out of use" and immediately removed from Site.

j. Lockout Tag out ("LOTO")

Prior to performing work on machines or equipment, the Contractor shall ensure that it is familiar with LOTO and Permit to Work procedures and that all of its affected Contractor Personnel receive the necessary training.

k. Barricades

Floor openings, stairwells, platforms and walkways, and trenching where a person can fall any distance shall be adequately barricaded and where necessary, well lit. Where there is a risk of injury from a fall then rigid barriers must be used .Barricades must also be used to prevent personnel entering an area where risk of injury is high e.g., during overhead work activity or electrical testing etc. Such barricading must provide clear visual warning.

l. Compressed Gas Cylinders

Gas cylinder shall be securely stored and transported, and identified and used in line with the local requirements. Hose lines shall be inspected and tested for leaks in line with local requirements. Flashback arrestor to be used to prevent any explosion due to back fire.

m. Electrical Safety

Prior to undertaking any work on live electrical equipment the Contractor must obtain a Permit to Work from Owner. Where ever possible live work should be avoided. Any control measures highlighted shall be implemented prior to work commencing.

The below measures will be taken:

- a) Work practices must protect against direct or indirect body contact by means of tools or materials and be suitable for work conditions and the exposed voltage level.
- b) Energized panels will be closed after normal working hours and whenever they are unattended. Temporary wiring will be de-energized when not in use.
- c) Only qualified electrical Contractor Personnel may enter substations and/or transformer and only after being specifically authorized by Owner.

n. Hot Works

A Permit to Work must be obtained from Owner prior to any hot works (welding, grinding, open flame work). Suitable fire extinguishing equipment shall be immediately available. Objects to be welded, cut or heated shall be moved to a designated safe location, or, if they cannot be readily moved, all movable fire hazards in the vicinity shall be taken to a safe place. Personnel working around or below the hot works shall be protected from falling or flying objects. Prior to the use of temporary propane or resistance heating devices approval must be obtained from Owner.

o. Trenching Excavating, Drilling and Concreting

A Permit to Work must be obtained from Owner and all underground lines, equipment and electrical cables shall be identified and located prior to beginning the work. The Contractor shall assign a competent Contractor Personnel to all trenching and excavation work.

Safe means of access and egress shall be located in trench excavations. Daily inspections shall be conducted by a competent Contractor Personnel for evidence of a situation that could result in possible cave-ins, indications of failure of protective systems or other hazardous conditions. Physical barriers shall be placed around or over trenches and excavations. Flashing light barriers shall be provided at night.

p. Environmental Requirements

Waste Management: The Contractor is responsible to remove any waste generated by the work being done on the Site. The Contractor must dispose of the waste in line with the relevant local legislative requirements. The waste disposal route shall be documented and made available for Owner to review at any time and may be subject to Owner's prior approval. Wastes (includes rinse from washing of equipment, PPE, tools, etc) are not to be poured into sinks, drains, toilets, or storm sewers, or onto the ground. Solid or liquid wastes that are hazardous or regulated in any way are not to be disposed of in general site waste receptacles.

Spills: The Contractor is responsible for the provision of adequate spill kits/protection and the clean-up and disposal costs arising from such spills.

Emissions: The Contractor shall identify and quantify any emission sources associated with the Works. The control measures associated with these emission shall be subject to the approval of Owner's Emissions include but are not limited to noise, dust, fumes, vapours.

15. PENALTIES IN CASE OF NON-COMPLIANCE OF SAFETY/HEALTH/ENVIRONMENT NORMS, RULES & REGULATIONS:

The contractor has to follow all norms, rules and regulations related to safety, health and environment, In case of non-compliance of any one of these norms, rules and regulations by contractor's employee, the contractor shall be held responsible. If any violation or non-fulfilment of these norms, rules and regulation is observed by the Company's authority during checking at any time, a penalty of Rs 5,000/- shall be imposed on the contractor for each occasion of non-compliance to these rules and regulations by him or his employees. The decision of the Company's authority shall be final and binding on to the contractor in this regard. The amount of penalties so imposed shall be recovered from the next RA Bill of the work or any other dues payable to the contractor by the authority.

16. **ARBITRATION:** Any dispute or difference arising under this Contract shall be referred under jurisdiction of Chennai to a sole arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. Limited and the provisions of Arbitration and Conciliation Act, 1996 including any statutory modifications or enactment thereof shall apply to the Arbitration proceedings. The fees of the arbitrator, if any, shall be shared equally by both the parties. The award shall be a speaking award stating reason therefor and is final and binding on the parties. The proceeding shall be conducted in English language and courts at Chennai will have exclusive jurisdiction to settle any dispute arising out of this contract.

BID FORM

1070LE0184 dtd 29.03.2018 due on 09.04.2018

| SNo. Description of Service | Rental Period [A] | Rental Charge (Lump sum) Rs. per Month (B) | Total Amount Rs. [A x B] |
|---|-------------------|---|----------------------------|
| <p>1. Providing Digital Photo Copier Machine on Rental Basis to Industrial Packaging Division, Manali, Chennai 600 068. Functions of Copier: The photocopier primarily should have additional facility for <u>Duplex Printing, Network Printing, Scanning, & Fax etc.</u></p> <p>a. Type of paper used : A4 & A3</p> <p>b. Preferable Brand: CANON / PANASONIC/ MODI / RICOH.</p> <p>c. Rental Period: Two Years (from May 2018 to April 2020).</p> <p>d. Model of Photo Copier offered shall be of latest Model and year of manufacturing no earlier than year 2015.</p> | 24 Months | | |
| <p>2. Charges for Additional Copy ** (i.e. over and above 5000 Free copies permissible as per tender terms)</p> | | Re. per Copy | |
| Goods & Service Tax | | (%) | |
| <p>1. The bidders shall take note of the below mentioned conditions and provide their final offer accordingly.</p> <p>a. A minimum of 5,000 free copies per month should be allowed by the successful bidder. **</p> <p>b. Minimum wastage permissible shall be 1% on total number of copies per month.</p> <p>c. Transformer (Stabilizer) & Trolley should be provided with the machine free of cost.</p> <p>d. NO Deposit will be paid by the company towards machine supplied by the successful bidder.</p> <p>e. The successful bidder should replace the machine in case the machine installed poses frequent failures.</p> <p>f. Spare parts including Drum, Mechanical Spares and consumables like toner, etc., shall be replaced by the successful bidder as and when required.</p> <p>g. Regular monthly servicing of the machine to be carried out by the successful bidder and any Complaint call should be attended immediately, however, within 24 hours of complaint.</p> <p>h. The Insurance for the Photo Copier provided on rental basis to the company will be to the scope of successful bidder.</p> <p>i. The successful bidder shall arrange for Delivery / Collection of the machine & its accessories on their own.</p> <p>2. Award of Contract: The lowest [L1] bid would be arrived on the basis of lowest cumulative total of Rental Charge per Month & Charge for Additional Copy as above and 100% order will be placed on the L1 bidder.</p> | | | |
| PAN No. | | Telephone Nos. | |
| GSTIN Regn. No. | | Fax Nos. | |
| Contact Person | | E-Mail ID | |
| <p>We have quoted our rate after studying carefully all the details of Tender, Terms and Conditions and we confirm to having accepted the same.</p> <p align="right">Signature of the bidder with Seal & Date</p> | | | |